

Plymouth Co.      Plymouth Co. Sheriff's Office Employees Assn.      7/1/2005 6/30/2010

**AGREEMENT**

**BETWEEN**

**PLYMOUTH COUNTY BOARD OF  
SUPERVISORS**

**AND**

**PLYMOUTH COUNTY SHERIFF'S DEPARTMENT  
EMPLOYEE'S ASSOCIATION**

**JULY 1, 2005**

**TO**

**JUNE 30, 2010**

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## **ARTICLE I**

### **Definitions**

**A. Regular Full-Time Employee**

As used in this agreement, the term "regular full-time employee" shall mean an employee who is scheduled to work forty (40) hours, or more, per week year round.

**B. Regular Part-Time Employee**

As used in this agreement, the term "regular part-time employee" shall mean an employee who is scheduled to work less than forty (40) hours per week year round.

**C. Probationary Employee**

As used in this agreement, the term "probationary employee" shall mean an employee who has not completed 365 consecutive calendar days of service to the Plymouth County Sheriff's Office as a regular full-time or regular part-time employee.

## **ARTICLE II**

### **Wages**

**A. Salary Schedule for Regular Employees**

The salary schedule for each classification of regular employees is set out in appendixes A, B, C and D which are attached to and made part of this agreement. Appendix A is for sergeants and deputy sheriffs (full and part-time). Appendix B is for corrections employees (full and part-time). Appendix C is for the communications center employees (full and part-time). Appendix D is for the custodial engineer.

**B. Method of Payment**

Employees shall be paid on the fifteenth and the last working day of the month. In the event the fifteenth or last working day of the month falls on a Saturday or Sunday, the employees will be paid on the preceding Friday.

**C. Overtime**

All work performed in excess of forty (40) hours per week shall be paid at one and one-half (1 1/2) times the employees hourly rate except for Deputy Sheriffs and Jail Sergeants and the Jail Administrator. For Jail Sergeants and the Jail Administrator any work

performed in excess of 160 hours in a twenty-eight (28) day cycle shall be paid at one and one-half (1 1/2) times the employees hourly rate. For deputy sheriff's, any work performed in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day cycle shall be paid at a rate of one and one-half (1 1/2) times the deputies hourly rate, except that deputies shall have the option to receive compensatory time at the rate of one and one-half (1 1/2) hours for each overtime hour worked. The right to receive compensatory time for overtime hours worked is restricted in that no employee can have a bank of more than eighty (80) overtime hours in a contract year including hours carried forward from previous years.

### **ARTICLE III** **Insurance**

#### **A. Coverage**

The Blue Cross-Blue Shield Protector 500 Alliance health insurance policy or a policy of equal or greater coverage shall be available to cover all regular full-time employees and their families. Effective July 1, 2005 all employees covered by the Plymouth County health insurance plan shall pay (7%) of the premium for single coverage or family coverage, whichever is applicable. In addition to paying 7% of the applicable premium, employees shall pay 10% of all premium increases which become effective on or after July 1, 2005. Effective July 1, 2009 employees shall pay 15% of all premium increases which become effective on or after July 1, 2009.

Effective July 1, 2005 an employee's actual out of pocket expense for health insurance use per calendar year shall be calculated as follows:

**Deductible:** The first \$250 of covered expenses for single coverage and the first \$500 of covered expenses for family coverage.

**Coinsurance:** 80/20 of covered expenses after the above deductibles are met up to the following out of pocket maximums. Including the single deductible the maximum out of pocket for single coverage will be \$750 and including the family deductible the maximum out of pocket for a family will be \$1250.

The employee will pay a \$15 copay per office visit.

The employee will pay a \$50 copay per visit to the emergency room.

The employee will be responsible for all-prescription drug deductibles or copayments.

The office copay, emergency room copay and the prescription drug deductibles and copayments are in addition to and not included in the basic deductible and coinsurance for purposes of calculating out of pocket maximums. Copayments, deductibles and out

of pocket maximums in excess of these which the County elects as part of the health insurance plan design will be paid or reimbursed by the County.

B. Mandates.

Any mandates by Federal or State Governments involving a change in health insurance coverage would mean the renegotiation of Article III.

C. Policy Changes

Prior to any policy change the employer shall give 30 days notice to the Employee Association to review the proposed coverage and policy. The right to review policy changes is not intended to limit the employer's right to make policy changes.

D. Coverage

Coverage of an employee will begin and end at such times as are set out in the policy and an employee will be covered only in accordance with and to the extent provided by the policy.

**ARTICLE IV**  
**Employee Hours**

A. Workday and Workweek

The regular workday for Sheriff's office employees will vary according to each division needs. The workweek will begin on Sunday and end on Saturday for the purposes of determining pay periods.

B. Change in Hours

It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Sheriff or his designee from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the employer.

C. Inclement Weather

If you do not report for work at your regular work time because of inclement weather conditions, the following will apply:

If you report within one-half (1/2) hour of your regular reporting time, there shall be no loss of time charged. If you report later than one-half (1/2) hour after the regular reporting time, the employee's pay will be docked for the time not worked. The employee may ask the supervisor for permission to use compensatory time, vacation time or permission to make up the time missed within the current work period instead of having pay docked. Any request to the supervisor must be made the next regularly scheduled work day or the employee's pay will be docked. The decision of the supervisor is final.

It is understood that the Sheriff's Office, the Jail and the Communications Center will never be considered closed by inclement weather.

D. Witness Pay

Any employees who are required to testify in a pending court case, at any times other than their regular hours of employment shall receive credit for hours in court or waiting to testify. A minimum of two hours shall be credited to the employee with the exception that an employee called to testify within one (1) hour of his regular reporting time will be credited one hour. This provision applies even if the employee does not have to report to court, if the employee receives less than 48 hours notice that he/she does not have to report. The employee will be considered to have received notice if a voice mail message is left for the person at their place of employment.

E. Call-Back

Employees who are recalled to work by a superior after the completion of their regular workday shall receive credit for a minimum of two (2) hours.

## ARTICLE V

### Holidays

- A. Regular full-time employees will receive ten (10) floating holidays per year. An employee may use all ten (10) holidays on any day the employee wishes, subject to approval of the supervisor or the employee may take seven (7) floating holidays off throughout the year and be paid for three (3) floating holidays at double time. (8 hours for jail and communications center employees and 9 hours for deputy sheriffs.)

Regular part-time employees will receive their normal rate of pay plus an additional eight (8) hours of pay for working on a day defined as a holiday in the Plymouth County Employee Handbook.

## **ARTICLE VI**

### **Sick Time and Vacation**

A-1. Employees will be allowed the following schedule of sick days per month they work.

40-45 hour workweek	1 1/2 days earned per month
30 -39 hour workweek	1 day earned per month
20 -29 hour workweek	3/4 earned per month
19 or less-hours per week	does not qualify for sick leave

Sick leave will be allowed to accumulate to a total of 150 days. An employee may take up to 5 days of sick time per year for sickness of immediate family members, including children, spouse and parents. Employees may not earn sick leave during periods when they are absent due to illness, injury or layoffs or when they are on unpaid leave of absence. When an employee is sick or injured on the job, sick leave will be used only until workman's compensation is available (usually 4 days).

A-2. Sick Leave Bonus

A Bonus of \$150.00 will be paid to an employee who uses no sick leave during the fiscal year. A bonus of \$125.00 will be paid to an employee who uses one (1) day of sick leave during the fiscal year. A bonus of \$100.00 will be paid to an employee who uses two (2) days of sick leave during the fiscal year. The bonus earned will be paid in the first month following completion of the fiscal year. The bonus shall be based upon the total of sick days used. At the end of the fiscal year, any fraction of the total shall count as a full day.

B. Vacation

All full-time employees shall be eligible for paid vacations based on the service requirements listed below:

Service Requirements

Vacation



12 months but less than 24 months	40 hours
24 months but less than 96 months	80 hours
96 months but less than 180 months	120 hours
180 months or more	160 hours

Vacation days shall not be accumulated from year to year, however, a maximum of 80 hours may be carried over into the next year. A maximum of 90 hours may be carried over for Sergeants and Deputy Sheriffs.

Vacation days may not be taken in advance of when earned.

#### C. Funeral Leave

An employee will be granted up to four (4) consecutive workdays of funeral leave with pay to attend the funeral of the employee's spouse, child, parent or parent-in-law.

An employee will be granted up to two (2) consecutive workdays of funeral leave with pay to attend the funeral of the employee's grandparent, brother, or sister.

An employee will be granted up to one (1) day of funeral leave with pay to attend the funeral of the grandparent of the employee's spouse, or employee's aunt, uncle, or close friend.

Additional funeral leave may be requested and granted by the Elected Official and will either be charged to an employee's vacation time, if any, or be on an unpaid basis.

The employee must request and receive permission from his/her supervisor to be eligible for such paid leave.

#### D. Longevity Pay

Regular full-time employees shall receive longevity pay to be paid on the anniversary date of their employment. The following schedule will apply:

5 to 10 years of service	\$120.00
10 to 15 years of service	\$240.00
15 to 20 years of service	\$360.00
20 to 25 years of service	\$480.00

25 years or more

\$600.00

E. Shift Differential Pay

Employees shall receive shift differential pay for hours worked between 6:00 p.m and 6:00 a.m. The schedule for shift differential pay is as follows:

July 1, 2005 to June 30, 2007 .25 per hour  
July 1, 2007 to June 30, 2008 .30 per hour  
July 1, 2008 to June 30, 2009 .35 per hour  
July 1, 2009 to June 30, 2010 .40 per hour

F. Proration

If an employee terminates his/her employment during the year, vacation time (Article VI, Section B) and floating holidays (Article V, Section A) shall be pro rated based on the percentage of the fiscal year (July 1 to June 30) that the employee has worked. This means that Plymouth County may owe the employee for time earned but not used prior to termination or the employee may owe the County for time taken but not earned prior to termination. The sick leave bonus (Article VI, Section A-2) is not prorated. To receive a sick leave bonus the employee must have been employed with Plymouth County the entire fiscal year.

## ARTICLE VII

### Seniority

*Section 1* Seniority is defined as an employee's length of continuous service with the County from his most recent date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

*Section 2.* The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

*Section 3.* The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within five calendar days (5), excluding Saturdays, Sundays and Holidays after notice of a recall, or is laid off for a period exceeding twenty-four (24) months.

*Section 4.* An employee promoted from the bargaining unit shall retain, but shall not continue to accrue seniority.

*Section 5.* In the event that seniority dates are the same, the last four social security number digits shall be used to determine seniority. The lowest number will have the highest seniority.

## **ARTICLE VIII**

### **Staff Reduction**

*Section 1.* For purposes of staff reduction, employees will be classified and laid off in accordance with their job classification - corrections, communications and deputy Sheriff. In the event that the Employer determines that employees will be laid off, the layoff shall be made within the job classification(s) which the employer has determined should be reduced and shall be made on the basis of seniority, with the least senior employee in the affected job classification(s) being laid off first.

*Section 2.* Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Laid off employees shall have recall rights for two years from the effective date of their layoff.

*Section 3.* The Employer shall notify an employee of his/her recall in writing by certified mail to the address the employee has provided. An employee's failure to report to work within five (5) calendar days, excluding Saturdays, Sundays, and holidays, after receipt of the recall letter shall result in the termination of the employee's recall rights.

## **APPENDIX A**

### **Salary Schedule for Sergeants and Deputy Sheriffs**

Wages for non exempt Deputy Sheriff's shall be based on a percentage of the Sheriff's compensation as set by the compensation board and approved by the Board of Supervisors. Pursuant to Iowa Code Section 331.904 (d) the Board of Supervisors makes the final decision on wages for Deputy Sheriffs.

## **APPENDIX B**

### **Jail Administrator and Correctional Officer**

#### **2005-2006**

Jail Administrator	\$16.72
Correctional Officer Sgt.	\$13.89
Full-Time Correctional Officer II	\$13.33
Full-Time Correctional Officer I	\$11.34
Probationary Correctional Officer	\$10.49

part-time Correctional Officer                      Sheriff decides wage between the Probationary and Full-Time officer II Positions

Probationary Period (0-12 month)  
Step I (12-35 months)  
Step II (36 months and above)

**ALL WAGES ARE BASED ON AN HOURLY RATE**

#### **2006-2007**

The hourly wages in effect for 2005-2006 will be increased by 3%.

#### **2007-2008**

The hourly wages in effect for 2006-2007 will be increased by 3%.

#### **2008-2009**

The hourly wages in effect for 2007-2008 will be increased by 3.25%.

#### **2009-2010**

The hourly wages in effect for 2008-2009 will be increased by 3%.

## APPENDIX C

### Communication Center Supervisor and Communications Center Operators

#### 2005-2006

Communications Center Supervisor	\$13.89
Communication Center Operator II Full-Time	\$13.33
Communication Center Operator I Full-Time	\$11.34
Communications Center Probationary	\$10.49
Communications Center Operator Part-Time	Sheriff decides wage between the Probationary and Full-Time Communications Center Operator II positions

\*\*\*Current regular part-time communication center operator shall maintain the current \$13.15 per hour rate of pay. At a time when the Communication Center Operator II wages surpass this wage, the wage will automatically increase at the same rate.

Probationary Period (0-12 months)  
Step I (12 to 35 months)  
Step II (36 months and above)

ALL WAGES ARE BASED ON AN HOURLY RATE

#### 2006-2007

The hourly wages in effect for 2005-2006 will be increased by 3%.

#### 2007-2008

The hourly wages in effect for 2006-2007 will be increased by 3%.

2008-2009

The hourly wages in effect for 2007-2008 will be increased by 3.25%.

2009-2010

The hourly wages in effect for 2008-2009 will be increased by 3%.

## **APPENDIX D**

### **Custodial Engineer**

#### **2005-2006**

Custodial Engineer	\$16.00
Custodial Engineer Probationary	\$14.72

Probationary Period (0-12 months)

ALL WAGES ARE BASED ON AN HOURLY RATE

#### **2006-2007**

The hourly wages in effect for 2005-2006 will be increased by 3%.

#### **2007-2008**

The hourly wages in effect for 2006-2007 will be increased by 3%.

#### **2008-2009**

The hourly wages in effect for 2007-2008 will be increased by 3.25%.

#### **2009-2010**

The hourly wages in effect for 2008-2009 will be increased by 3%.



## Duration and Signature

### Section 1 Duration

This Agreement shall be effective as of the first day of July, 2005 and shall remain in full force and effect until the 30th day of June, 2010.

### Section 2. Signature

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on this 23 day of November, 2004.

  
Chairman, Plymouth County Board of Supervisors

November 23, 2004  
Date

  
President, Plymouth County Sheriff's Office Employee Association

11-23-2004  
Date